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|---|------|--|--|---|---|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 37 PAGES |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. N00174-05-R-0038 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 27 Jul 2005 | 6. REQUISITION/PURCHASE NO. |
| 7. ISSUED BY NAVSEA INDIAN HEAD ATTN: DANIEL TWOMBLY 112D DANIEL.TWOMBLY@NAVY.MIL 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035 TEL: 301/744-6648 FAX: 301/744-6547 | | | | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX: | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | |
| SOLICITATION | | | | | | |
| 9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 1558</u> until <u>03:00 PM</u> local time <u>26 Aug 2005</u> (Hour) (Date) | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME DANIEL R. TWOMBLY | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6648 | | C. E-MAIL ADDRESS daniel.twombly@navy.mil |
| 11. TABLE OF CONTENTS | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | | DATE |
| | | | | | | |
| | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 17. SIGNATURE | |
| | | | | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | | |
| | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0001 | Real-Time X-Ray System Services T&M Preventative maintenance and repair services in accordance with the statement of work FOB: Destination | 1 | Lot | | |
| TOT ESTIMATED PRICE | | | | | |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0002 OPTION | Real-Time X-Ray System Services T&M Preventative maintenance and repair services in accordance with the statement of work FOB: Destination | 1 | Lot | | |
| TOT ESTIMATED PRICE | | | | | |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0003 OPTION | Real-Time X-Ray System Services T&M Preventative maintenance and repair services in accordance with the statement of work FOB: Destination | 1 | Lot | | |
| TOT ESTIMATED PRICE | | | | | |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|--------|
| 0004 | | 1 | Lot | | |
| OPTION | Real-Time X-Ray System Services | | | | |
| | T&M | | | | |
| | Preventative maintenance and repair services in accordance with the statement of work | | | | |
| | FOB: Destination | | | | |
| | | | | TOT ESTIMATED PRICE | |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|--------|
| 0005 | | 1 | Lot | | |
| OPTION | Real-Time X-Ray System Services | | | | |
| | T&M | | | | |
| | Preventative maintenance and repair services in accordance with the statement of work | | | | |
| | FOB: Destination | | | | |
| | | | | TOT ESTIMATED PRICE | |
| | | | | CEILING PRICE | |

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 SCOPE

The contractor shall provide all services outlined in this statement of work to maintain and repair the real-time x-ray system in order to achieve the optimal operating condition.

2.0 REQUIREMENTS

2.1 System Description

2.1.1 Electron Tube – The manufacturer is Comet and the model is MXR-320

2.1.2 Pantak 320 KV X-ray System – The model is Bipolar Series 2, HF 320 and serial number is 9709-2844. This system includes the control panel, cathode/anode generators, high voltage lines, oil cooler, associated electrical components, interlocks, and safety devices.

2.2 Preventative Maintenance

The contractor shall provide on-site inspection, adjustment, and repair of the real-time x-ray system at NAVSEA/IHD when called upon. At a minimum, this preventative maintenance will be done on a yearly basis. These inspections will be scheduled with Extrusion Branch personnel at least 10 working days in advance. During these inspections the contractor shall perform, at a minimum, the following inspections and adjustments.

2.2.1 General

2.2.1.1 Verify grounding system is working properly between sub-assemblies and between the main connection to the supply circuit and repair as necessary.

2.2.1.2 Check all wires and HT cables for breaks, pinch points, fraying, or other damage and replace if necessary

2.2.2 Cooling System

2.2.2.1 Check for leaks, cracks, kinks, or other damage in the cooling system lines and repair or replace defective parts as necessary.

2.2.2.2 Vacuum or blow out the radiator.

2.2.2.3 Check the control electronics cabinet fan operation, check for proper airflow, and clean as required.

2.2.2.4 Replace the oil filter using Pantak part #ZD221280 oil filter.

2.2.2.5 Check the level of coolant in the cooler reservoir and top off as needed.

2.2.3 Tube Coolant Flow

2.2.3.1 Check that system operation ceases when the flow of tube coolant is momentarily interrupted

2.2.4 Generator Leakage

2.2.4.1 Check the generators for any signs of leakage and repair as necessary

2.2.5 Cables

2.2.5.1 Inspect the high-tension cables for signs of fraying on the earth braid near the cable termination and if there is any damage, the cables must be discharged and replaced

2.2.5.2 Inspect the high-tension cables and sockets for signs of tracking or the presence of carbon and clean, repair, and replace as necessary

2.2.5.3 Check that the high-tension cables are secure within their cable clamps and repair as necessary

2.2.5.4 Remove and regrease the high-tension cable ends, at the x-ray tube end of the high-tension cable, with Pantak part number R2858 grease.

2.2.5.5 Remove and regrease the high-tension cable ends, at the generator end of the high-tension cable, with Pantak part number ZD700134 silicone oil.

2.2.6 Operation

2.2.6.1 Check system resolution for normal and magnified mode (system must be capable of 2-1T sensitivity) and tune as required to achieve 2-1T sensitivity.

2.2.6.2 Check control for operation of display and warning lights, relays, PC boards, timer, connections, kV and mA knobs, and all wiring and calibrate or repair items as necessary.

2.2.6.3 Requalify the x-ray system according to the guidelines listed in ASTM-E-1411-01, "Standard Practice for Qualification of Radioscopic Systems."

2.2.7 Radiation Monitor

2.2.7.1 Ensure the radiation monitor is working properly.

2.2.8 Reports

2.2.8.1 The contractor shall provide the Extrusion Branch summary reports of all maintenance and repair work performed. Reports shall include, at a minimum, the components serviced, repaired, or replaced, any known causative factors involved, time involved, and materials used. Reports shall be done in contractor format. Standard, preprinted company service report forms are acceptable.

2.3 Emergency Repairs

2.3.1 The contractor shall have technicians available on-call to walk through troubleshooting operations with Extrusion Branch engineers to repair the RTR unit.

2.3.2 If step 2.3.1 cannot fix the problem, the offeror shall send a technician to NAVSEA/IHD to evaluate the problem within 5 days of being notified.

2.3.3 Malfunctioning parts found in step 2.3.2 shall be replaced within 48 hours.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-6 Inspection--Time-And-Material And Labor-Hour MAY 2001

CLAUSES INCORPORATED BY FULL TEXT**IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

Section F - Deliveries or Performance

DELIVERY SCHEDULE

The required period of performance for each contract line item number (CLIN) is provided below.

- CLIN 0001: one calendar year beginning on the effective date of the contract
- CLIN 0002: one calendar year beginning on the effective date of the contract modification that exercises this option
- CLIN 0003: one calendar year beginning on the effective date of the contract modification that exercises this option
- CLIN 0004: one calendar year beginning on the effective date of the contract modification that exercises this option
- CLIN 0005: one calendar year beginning on the effective date of the contract modification that exercises this option

Through supplemental agreement, the term of the contract may be further extended without cost to either party, but the total duration of the contract may not exceed five calendar years beginning on the effective date of the contract.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:

Phone Number: TBD

(301)744-

Technical Representative:

Phone Number: TBD

(301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer, Patricia Kragh, at (301) 744-6669.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

| <u>AREA</u> | <u>FROM</u> | <u>TO</u> |
|--------------------------------|--------------------|------------------|
| Procurement Dept. (BLDG. 1558) | 7:30 A.M. | 4:00 P.M. |
| | | |
| Receiving Branch (BLDG. 116) | 7:30 A.M. | 11:00 A.M. |
| | 12:30 P.M. | 2:00 P.M. |

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

Section H - Special Contract Requirements

WAGE DETERMINATION

94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

| | |
|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |
| | |
| | Wage Determination No.: 1994-2103 |
| William W.Gross Division of | Revision No.: 34 |
| Director Wage Determinations | Date Of Revision: 05/23/2005 |

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

| | |
|---|-------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 12.16 |
| 01012 - Accounting Clerk II | 12.86 |
| 01013 - Accounting Clerk III | 14.89 |
| 01014 - Accounting Clerk IV | 16.65 |
| 01030 - Court Reporter | 17.02 |
| 01050 - Dispatcher, Motor Vehicle | 16.50 |
| 01060 - Document Preparation Clerk | 12.75 |
| 01070 - Messenger (Courier) | 10.23 |
| 01090 - Duplicating Machine Operator | 12.75 |
| 01110 - Film/Tape Librarian | 15.10 |
| 01115 - General Clerk I | 11.68 |
| 01116 - General Clerk II | 13.72 |
| 01117 - General Clerk III | 15.32 |
| 01118 - General Clerk IV | 18.74 |
| 01120 - Housing Referral Assistant | 19.30 |
| 01131 - Key Entry Operator I | 12.67 |
| 01132 - Key Entry Operator II | 13.82 |
| 01191 - Order Clerk I | 14.74 |
| 01192 - Order Clerk II | 16.29 |
| 01261 - Personnel Assistant (Employment) I | 13.05 |
| 01262 - Personnel Assistant (Employment) II | 15.10 |
| 01263 - Personnel Assistant (Employment) III | 17.02 |
| 01264 - Personnel Assistant (Employment) IV | 19.60 |
| 01270 - Production Control Clerk | 18.89 |
| 01290 - Rental Clerk | 15.42 |

| | |
|--|-------|
| 01300 - Scheduler, Maintenance | 15.26 |
| 01311 - Secretary I | 16.11 |
| 01312 - Secretary II | 17.31 |
| 01313 - Secretary III | 19.30 |
| 01314 - Secretary IV | 21.45 |
| 01315 - Secretary V | 23.75 |
| 01320 - Service Order Dispatcher | 15.82 |
| 01341 - Stenographer I | 15.15 |
| 01342 - Stenographer II | 16.47 |
| 01400 - Supply Technician | 21.45 |
| 01420 - Survey Worker (Interviewer) | 16.43 |
| 01460 - Switchboard Operator-Receptionist | 12.06 |
| 01510 - Test Examiner | 17.31 |
| 01520 - Test Proctor | 17.31 |
| 01531 - Travel Clerk I | 11.63 |
| 01532 - Travel Clerk II | 12.49 |
| 01533 - Travel Clerk III | 13.41 |
| 01611 - Word Processor I | 12.75 |
| 01612 - Word Processor II | 15.10 |
| 01613 - Word Processor III | 17.02 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 15.10 |
| 03041 - Computer Operator I | 15.10 |
| 03042 - Computer Operator II | 17.02 |
| 03043 - Computer Operator III | 18.89 |
| 03044 - Computer Operator IV | 21.09 |
| 03045 - Computer Operator V | 23.35 |
| 03071 - Computer Programmer I (1) | 19.64 |
| 03072 - Computer Programmer II (1) | 23.33 |
| 03073 - Computer Programmer III (1) | 27.62 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 15.10 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 22.73 |
| 05010 - Automotive Glass Installer | 17.88 |
| 05040 - Automotive Worker | 17.88 |
| 05070 - Electrician, Automotive | 18.95 |
| 05100 - Mobile Equipment Servicer | 15.69 |
| 05130 - Motor Equipment Metal Mechanic | 19.98 |
| 05160 - Motor Equipment Metal Worker | 17.88 |
| 05190 - Motor Vehicle Mechanic | 20.07 |
| 05220 - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker | 17.88 |
| 05280 - Motor Vehicle Wrecker | 17.88 |
| 05310 - Painter, Automotive | 18.95 |
| 05340 - Radiator Repair Specialist | 17.88 |
| 05370 - Tire Repairer | 14.43 |
| 05400 - Transmission Repair Specialist | 19.98 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 9.91 |
| 07010 - Baker | 12.25 |
| 07041 - Cook I | 11.53 |
| 07042 - Cook II | 12.79 |
| 07070 - Dishwasher | 9.76 |
| 07130 - Meat Cutter | 16.07 |
| 07250 - Waiter/Waitress | 8.59 |
| 09000 - Furniture Maintenance and Repair Occupations | |

| | |
|---|-------|
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.55 |
| 09070 - Furniture Refinisher | 18.05 |
| 09100 - Furniture Refinisher Helper | 13.85 |
| 09110 - Furniture Repairer, Minor | 16.01 |
| 09130 - Upholsterer | 18.05 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.67 |
| 11060 - Elevator Operator | 9.79 |
| 11090 - Gardener | 14.27 |
| 11121 - House Keeping Aid I | 9.97 |
| 11122 - House Keeping Aid II | 10.77 |
| 11150 - Janitor | 10.12 |
| 11210 - Laborer, Grounds Maintenance | 11.65 |
| 11240 - Maid or Houseman | 9.97 |
| 11270 - Pest Controller | 12.49 |
| 11300 - Refuse Collector | 11.69 |
| 11330 - Tractor Operator | 14.00 |
| 11360 - Window Cleaner | 10.51 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 16.90 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 15.83 |
| 12071 - Licensed Practical Nurse I | 15.86 |
| 12072 - Licensed Practical Nurse II | 17.79 |
| 12073 - Licensed Practical Nurse III | 19.92 |
| 12100 - Medical Assistant | 12.94 |
| 12130 - Medical Laboratory Technician | 16.32 |
| 12160 - Medical Record Clerk | 14.96 |
| 12190 - Medical Record Technician | 16.47 |
| 12221 - Nursing Assistant I | 9.32 |
| 12222 - Nursing Assistant II | 10.48 |
| 12223 - Nursing Assistant III | 11.94 |
| 12224 - Nursing Assistant IV | 13.40 |
| 12250 - Pharmacy Technician | 13.02 |
| 12280 - Phlebotomist | 13.40 |
| 12311 - Registered Nurse I | 24.92 |
| 12312 - Registered Nurse II | 29.47 |
| 12313 - Registered Nurse II, Specialist | 29.47 |
| 12314 - Registered Nurse III | 35.65 |
| 12315 - Registered Nurse III, Anesthetist | 35.65 |
| 12316 - Registered Nurse IV | 42.73 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 20.85 |
| 13011 - Exhibits Specialist I | 17.98 |
| 13012 - Exhibits Specialist II | 23.33 |
| 13013 - Exhibits Specialist III | 28.07 |
| 13041 - Illustrator I | 18.73 |
| 13042 - Illustrator II | 23.42 |
| 13043 - Illustrator III | 28.82 |
| 13047 - Librarian | 24.54 |
| 13050 - Library Technician | 17.18 |
| 13071 - Photographer I | 14.67 |
| 13072 - Photographer II | 17.18 |
| 13073 - Photographer III | 21.52 |
| 13074 - Photographer IV | 26.05 |
| 13075 - Photographer V | 29.15 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.71 |
| 15030 - Counter Attendant | 8.71 |
| 15040 - Dry Cleaner | 10.94 |

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| 15070 - Finisher, Flatwork, Machine | 8.71 |
| 15090 - Presser, Hand | 8.71 |
| 15100 - Presser, Machine, Drycleaning | 8.71 |
| 15130 - Presser, Machine, Shirts | 8.71 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.71 |
| 15190 - Sewing Machine Operator | 11.73 |
| 15220 - Tailor | 12.43 |
| 15250 - Washer, Machine | 9.31 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 18.95 |
| 19040 - Tool and Die Maker | 23.05 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 19.38 |
| 21020 - Material Coordinator | 19.05 |
| 21030 - Material Expediter | 19.05 |
| 21040 - Material Handling Laborer | 11.50 |
| 21050 - Order Filler | 13.21 |
| 21071 - Forklift Operator | 16.04 |
| 21080 - Production Line Worker (Food Processing) | 15.93 |
| 21100 - Shipping/Receiving Clerk | 13.15 |
| 21130 - Shipping Packer | 13.15 |
| 21140 - Store Worker I | 9.06 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.05 |
| 21210 - Tools and Parts Attendant | 16.99 |
| 21400 - Warehouse Specialist | 16.04 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 22.24 |
| 23040 - Aircraft Mechanic Helper | 14.71 |
| 23050 - Aircraft Quality Control Inspector | 23.43 |
| 23060 - Aircraft Servicer | 17.82 |
| 23070 - Aircraft Worker | 18.09 |
| 23100 - Appliance Mechanic | 18.95 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 24.68 |
| 23130 - Carpenter, Maintenance | 18.95 |
| 23140 - Carpet Layer | 17.80 |
| 23160 - Electrician, Maintenance | 22.59 |
| 23181 - Electronics Technician, Maintenance I | 19.42 |
| 23182 - Electronics Technician, Maintenance II | 21.92 |
| 23183 - Electronics Technician, Maintenance III | 23.87 |
| 23260 - Fabric Worker | 16.61 |
| 23290 - Fire Alarm System Mechanic | 19.98 |
| 23310 - Fire Extinguisher Repairer | 15.69 |
| 23340 - Fuel Distribution System Mechanic | 21.05 |
| 23370 - General Maintenance Worker | 17.28 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 20.87 |
| 23430 - Heavy Equipment Mechanic | 19.98 |
| 23440 - Heavy Equipment Operator | 20.76 |
| 23460 - Instrument Mechanic | 19.98 |
| 23470 - Laborer | 14.27 |
| 23500 - Locksmith | 18.95 |
| 23530 - Machinery Maintenance Mechanic | 20.51 |
| 23550 - Machinist, Maintenance | 21.52 |
| 23580 - Maintenance Trades Helper | 14.54 |
| 23640 - Millwright | 21.85 |
| 23700 - Office Appliance Repairer | 18.95 |
| 23740 - Painter, Aircraft | 21.29 |
| 23760 - Painter, Maintenance | 18.95 |
| 23790 - Pipefitter, Maintenance | 22.76 |
| 23800 - Plumber, Maintenance | 20.99 |

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| 23820 - Pneudraulic Systems Mechanic | 19.98 |
| 23850 - Rigger | 19.98 |
| 23870 - Scale Mechanic | 17.88 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.98 |
| 23910 - Small Engine Mechanic | 20.05 |
| 23930 - Telecommunication Mechanic I | 22.21 |
| 23931 - Telecommunication Mechanic II | 23.41 |
| 23950 - Telephone Lineman | 22.21 |
| 23960 - Welder, Combination, Maintenance | 19.98 |
| 23965 - Well Driller | 19.98 |
| 23970 - Woodcraft Worker | 19.98 |
| 23980 - Woodworker | 15.32 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 11.58 |
| 24580 - Child Care Center Clerk | 16.15 |
| 24600 - Chore Aid | 9.29 |
| 24630 - Homemaker | 16.75 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 22.57 |
| 25040 - Sewage Plant Operator | 19.52 |
| 25070 - Stationary Engineer | 22.57 |
| 25190 - Ventilation Equipment Tender | 15.24 |
| 25210 - Water Treatment Plant Operator | 19.72 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 23.19 |
| 27004 - Alarm Monitor | 16.79 |
| 27006 - Corrections Officer | 18.10 |
| 27010 - Court Security Officer | 20.72 |
| 27040 - Detention Officer | 18.29 |
| 27070 - Firefighter | 20.97 |
| 27101 - Guard I | 11.51 |
| 27102 - Guard II | 15.16 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 19.89 |
| 28020 - Hatch Tender | 19.89 |
| 28030 - Line Handler | 19.89 |
| 28040 - Stevedore I | 18.71 |
| 28050 - Stevedore II | 21.11 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 22.81 |
| 29010 - Air Traffic Control Specialist, Center (2) | 32.70 |
| 29011 - Air Traffic Control Specialist, Station (2) | 22.54 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 24.82 |
| 29023 - Archeological Technician I | 15.78 |
| 29024 - Archeological Technician II | 17.58 |
| 29025 - Archeological Technician III | 21.94 |
| 29030 - Cartographic Technician | 23.33 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 31.26 |
| 29040 - Civil Engineering Technician | 22.19 |
| 29061 - Drafter I | 14.31 |
| 29062 - Drafter II | 16.57 |
| 29063 - Drafter III | 18.53 |
| 29064 - Drafter IV | 23.33 |
| 29081 - Engineering Technician I | 17.67 |
| 29082 - Engineering Technician II | 19.84 |
| 29083 - Engineering Technician III | 22.54 |
| 29084 - Engineering Technician IV | 27.49 |
| 29085 - Engineering Technician V | 33.62 |
| 29086 - Engineering Technician VI | 40.67 |
| 29090 - Environmental Technician | 21.22 |

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|---|-------|
| 29100 - Flight Simulator/Instructor (Pilot) | 36.95 |
| 29160 - Instructor | 26.54 |
| 29210 - Laboratory Technician | 18.56 |
| 29240 - Mathematical Technician | 23.70 |
| 29361 - Paralegal/Legal Assistant I | 20.03 |
| 29362 - Paralegal/Legal Assistant II | 24.82 |
| 29363 - Paralegal/Legal Assistant III | 30.35 |
| 29364 - Paralegal/Legal Assistant IV | 36.73 |
| 29390 - Photooptics Technician | 23.33 |
| 29480 - Technical Writer | 28.55 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 20.78 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 25.14 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 30.13 |
| 29494 - Unexploded (UXO) Safety Escort | 20.78 |
| 29495 - Unexploded (UXO) Sweep Personnel | 20.78 |
| 29620 - Weather Observer, Senior (3) | 21.32 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 18.30 |
| 29622 - Weather Observer, Upper Air (3) | 18.30 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 15.95 |
| 31260 - Parking and Lot Attendant | 8.62 |
| 31290 - Shuttle Bus Driver | 13.45 |
| 31300 - Taxi Driver | 12.71 |
| 31361 - Truckdriver, Light Truck | 13.89 |
| 31362 - Truckdriver, Medium Truck | 17.09 |
| 31363 - Truckdriver, Heavy Truck | 18.40 |
| 31364 - Truckdriver, Tractor-Trailer | 18.40 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 10.47 |
| 99030 - Cashier | 9.82 |
| 99041 - Carnival Equipment Operator | 12.35 |
| 99042 - Carnival Equipment Repairer | 13.30 |
| 99043 - Carnival Worker | 8.31 |
| 99050 - Desk Clerk | 9.78 |
| 99095 - Embalmer | 19.79 |
| 99300 - Lifeguard | 10.92 |
| 99310 - Mortician | 24.77 |
| 99350 - Park Attendant (Aide) | 13.71 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 11.12 |
| 99500 - Recreation Specialist | 16.99 |
| 99510 - Recycling Worker | 15.47 |
| 99610 - Sales Clerk | 11.08 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 11.37 |
| 99630 - Sport Official | 11.24 |
| 99658 - Survey Party Chief (Chief of Party) | 18.39 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 17.48 |
| 99660 - Surveying Aide | 11.43 |
| 99690 - Swimming Pool Operator | 13.93 |
| 99720 - Vending Machine Attendant | 10.73 |
| 99730 - Vending Machine Repairer | 13.93 |
| 99740 - Vending Machine Repairer Helper | 11.34 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the

Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

- (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
- (iv) Scheduling of trades before, during, and after period of disruption;
- (v) Description of measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to (b) hereof.

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

| SECTION | TITLE |
|---------|--|
| K | Representations, Certifications and Other Statements of Offerors (Bidders) |
| L | Instructions, Conditions, and Notices to Offerors (Bidders) |
| M | Evaluation Factors for Award |

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2003 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | OCT 2003 |
| 52.207-3 | Right of First Refusal of Employment | NOV 1991 |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply | JUL 2004 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JAN 2005 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2004 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications | OCT 1997 |
| 52.216-7 | Allowable Cost And Payment | DEC 2002 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.219-23 | Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns | JUN 2003 |
| 52.219-25 | Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting | OCT 1999 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-29 | Notification Of Visa Denial | JUN 2003 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-41 | Service Contract Act Of 1965, As Amended | MAY 1989 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | MAY 1989 |

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| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-1 | Buy American Act--Supplies | JUN 2003 |
| 52.225-3 | Buy American Act--North American Free Trade Agreement-- Israeli Trade Act | JAN 2005 |
| 52.225-8 | Duty-Free Entry | FEB 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | MAR 2005 |
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract | FEB 2000 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.227-14 | Rights in Data--General | JUN 1987 |
| 52.227-17 | Rights In Data-Special Works | JUN 1987 |
| 52.227-18 | Rights in Data--Existing Works | JUN 1987 |
| 52.227-23 | Rights to Proposal Data (Technical) | JUN 1987 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-7 | Payments Under Time-And-Materials And Labor Hour Contracts | DEC 2002 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | OCT 2003 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-3 | Changes--Time-And-Material Or Labor-Hours | SEP 2000 |
| 52.244-2 | Subcontracts | AUG 1998 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 2004 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.249-6 Alt IV | Termination (Cost Reimbursement) (May 2004) - Alternate IV | SEP 1996 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | DEC 2004 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | APR 2003 |

252.243-7002

Requests for Equitable Adjustment

MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.208-8 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (APR 2002)

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements--(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier--

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost

changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country SEP 2004

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| ---- | ----- | ---- | ---- |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number | OCT 2003 |
| 52.207-2 | Notice Of Cost Comparison (Negotiated) | FEB 1993 |
| 52.215-5 | Facsimile Proposals | OCT 1997 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.237-1 | Site Visit | APR 1984 |
| 52.237-10 | Identification of Uncompensated Overtime | OCT 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time and materials contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Patricia Kragh
NSWC Indian Head
101 Strauss Ave, Bldg 1558
Indian Head, MD 20640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

(End of provision)

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

Overview

Each offeror must submit a proposal in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. The Government reserves the right to exclude nonconforming proposals from further evaluation and award. Therefore, the Government encourages offerors to contact the contracting officer to request an explanation of any aspect of these instructions deemed necessary. The procurement is being conducted on a best value basis utilizing a trade-off process. Factors and subfactors are presented in order of importance. As a result of this solicitation, the Government intends to award a single time and materials contract based on initial offers and without holding discussions, but reserves the right to hold discussions at the Government's discretion.

Each volume must contain sufficient detail to enable evaluation based on the information in Section M, clause entitled Best Value Evaluation and Basis for Award and as detailed below.

Volume I – Technical Approach (Subfactor 1.1)

In response to this factor, offerors should provide simple matrices of anticipated labor categories with hours and hourly rates (fully burdened with indirect costs and fee) and burdened material costs (with summary breakdown including travel costs such as airfare, mileage, and per diem and other material costs) that will represent the technical approach to meeting a representative sample of anticipated requirements. With each matrix, also provide an estimated delivery schedule. Subcontractor effort, if any, should be included in this matrix to provide a complete overview of the technical approach. The government will evaluate the offeror's technical approach against the labor categories and hours it anticipated as a measure of the Offeror's understanding of the requirement and to judge the responsiveness, efficiency, and effectiveness with which the Offeror might meet the Government's requirements. In order to facilitate this evaluation, offerors should include a labor category glossary, which provides a brief corporate definition of the skills and experience expected of personnel in each proposed labor category.

The above information should be provided for each of the following three samples for evaluation purposes only:

- 1 - Provide a cost and delivery schedule for a new Comet model MXR-320 electron tube
- 2 - Provide a cost and delivery schedule for a Firing, Relay, and Filament Regulator PCB Circuit Board (Part # ZD713916)
- 3 - Provide a cost and delivery schedule for a Control PCB Circuit Board (Part # ZD813310)

Volume II – Relevant Experience (Subfactor 1.2)

Offeror's summary of relevant experience should not exceed ten pages, as subsequent pages will not be evaluated. The summary should contain the offeror's relevant experience in each of the SOW task areas and should not simply parrot the task descriptions. Discuss relevant work processes and procedures associated with performing the work and your handling of difficulties and uncertainties encountered. The narrative should also contain the benefits gained from each contract or subcontract performed. Although any relevant experience may be included, Offerors are encouraged to focus on experience performing work specifically on Pantak bipolar, constant potential x-ray systems.

Volume III – Past Performance (Factor 2)

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three years, satisfied its customers and complied with federal, state, and local laws and regulations.

The offeror should provide three references who will be able to provide information regarding the offeror's relevant past performance during the last three years in regard to the following areas: (1) customer satisfaction, (2) timeliness, (3) technical success, and (4) quality. *The reference information must be current to facilitate the evaluation process. If the Offeror has no relevant past performance within the last three years, then the offeror must make an affirmative statement to this effect.*

The offeror may submit the Past Performance Questionnaire attached in Section J to any of the references listed. Offeror must request the references to complete the Past Performance Questionnaire and return it directly to:

Commander
Indian Head Division
Naval Surface Warfare Center
Attn: Daniel Twombly, Code 112D
101 Strauss Ave, Bldg 1558
Indian Head, MD 20640

Questionnaires may also be emailed or faxed to Daniel Twombly at Daniel.Twombly@navy.mil or 301-744-6547.

Past performance questionnaires provide offeror's an opportunity to supplement information available in the Contractor Performance Assessment Reporting System (CPARS), as well as other information already available to the Government. If an offeror would like the information within CPARS to serve as the primary basis for determination of their past performance rating, then that offeror does not need to use past performance questionnaires but must still supply three references with current contact information as required above.

In the evaluation of an Offeror's past performance, the Government reserves the right to use any information concerning relevant performance within the past three years. The Government will also assess the role subcontractors played in the success or failure of the Offeror and to what extent subcontractor performance has contributed to the past performance evaluation.

Volume IV – Cost (Factor 3)

The cost proposal should be prepared in a relatively simple and short format. Provide a cost spreadsheet for the base year and outyears, and also provide a summary spreadsheet with cumulative five-year totals.

Also furnish the following additional cost proposal items in the order listed below, maintaining this lettering system. If any of the requested information is not available or not applicable, then so state. This requirement also applies to any subcontractor(s) you may intend to utilize for performance of this contract. If teaming subcontractors are proposed, please include their cost in your proposal and instruct them to submit supporting cost proposals in the same format required for the prime. For labor, provide labor categories, and for each category, provide hours, base rate, and the fully burdened fixed hourly rate being proposed. Also include the indirect composition of the fixed hourly rate (i.e., show a breakdown of indirect rates and fee and their application to the basic rate to form the burdened fixed hourly rate). For materials, provide a breakdown of travel, direct materials, and any other direct costs, as well as any applicable indirect rates and their application.

Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.

If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number, and location of the assigned DCAA office be furnished with your proposal, along with the audit number in order to facilitate cost realism analysis.

State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, attach a copy of the FPRA to Volume IV.

If the offeror is not proposing uncompensated overtime, then so state. If the offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

Explain the application bases for all proposed indirect rates (e.g., fringe, overhead, G&A, etc.).

If an offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and award. In addition, the offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury rates are available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the prime contractor is allowed or prohibited. Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.225-17 | Evaluation of Foreign Currency Officers | FEB 2000 |

CLAUSES INCORPORATED BY FULL TEXT

**IHD 210 – SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (T&M)
(FEB 2000) (NAVSEA/IHD)**

Factor 2: Past Performance
Offerors are required to follow specific instructions in submitting their information. Each offeror's submission will be screened by the Contracting Officer or a designee upon receipt to ensure compliance with the instructions contained in the RFP. Elimination of an offeror due to failure to comply with the submission requirements of the RFP is at the sole discretion of the Contracting Officer.

The following factors will be used to evaluate offers. The factors and subfactors are listed in order of importance.

Factor 1: Technical

Subfactor 1.1: Technical Approach

Subfactor 1.2: Relevant Experience

Factor 3: Cost

Factor 1 – Technical

The technical rating is a composite of the ratings for subfactors 1.1 and 1.2, which are listed in order of importance.

Subfactor 1.1 – Technical Approach

In response to this factor, offerors should provide simple matrices of anticipated labor categories with hours and hourly rates (fully burdened with indirect costs and fee) and burdened material costs (with summary breakdown including travel costs such as airfare, mileage, and per diem and other material costs) that will represent the technical approach to meeting a representative sample of anticipated requirements. With each matrix, also provide an estimated delivery schedule. Subcontractor effort, if any, should be included in this matrix to provide a complete overview of the technical approach. The government will evaluate the offeror's technical approach against the labor categories and hours it anticipated as a measure of the Offeror's understanding of the requirement and to judge the responsiveness, efficiency, and effectiveness with which the Offeror might meet the Government's requirements. In order to facilitate this evaluation, offerors should include a labor category glossary, which provides a brief corporate definition of the skills and experience expected of personnel in each proposed labor category.

The above information should be provided for each of the following three samples for evaluation purposes only:

- 1 - Provide a cost and delivery schedule for a new Comet model MXR-320 electron tube
- 2 - Provide a cost and delivery schedule for a Firing, Relay, and Filament Regulator PCB Circuit Board (Part # ZD713916)
- 3 - Provide a cost and delivery schedule for a Control PCB Circuit Board (Part # ZD813310)

Evaluators will assign a rating for this subfactor based on the following criteria:

A - characterized as follows:

- The offeror's technical approach indicates an exceptionally thorough and comprehensive understanding of program goals, resources, schedules, and other aspects essential to the performance of the program.
- The response contains major strengths, exceptional features, or innovations that could substantially benefit the program.
- There are no weaknesses or deficiencies.
- The risk of unsuccessful contract performance is extremely low.

B - characterized as follows:

- The response indicates a thorough understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- The response has major or minor strengths, which are likely to benefit the program.
- Weaknesses, if any, are minor and are more than offset by strengths.
- Risk of unsuccessful performance is very low.

C - characterized as follows:

- The response indicates an adequate understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- There are few, if any, exceptional features to benefit the program.
- The risk of unsuccessful performance is low.
- Weaknesses are generally offset by strengths.

D - characterized as follows:

- The response indicates a superficial or vague understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- The response has weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate.

F - characterized as follows:

- The response indicates a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- Numerous weaknesses and deficiencies exist.
- The risk of unsuccessful performance is high.

- An other than small business offeror failed to submit a task order small business subcontracting plan or submitted an unacceptable plan.

Subfactor 1.2 – Relevant Experience

Offeror's summary of relevant experience should not exceed ten pages, as subsequent pages will not be evaluated. The summary should contain the offeror's relevant experience in each of the SOW task areas and should not simply parrot the task descriptions. Discuss relevant work processes and procedures associated with performing the work and your handling of difficulties and uncertainties encountered. The narrative should also contain the benefits gained from each contract or subcontract performed. Although any relevant experience may be included, Offerors are encouraged to focus on experience performing work specifically on Pantak bipolar, constant potential x-ray systems.

Evaluators will assign a rating for this subfactor based on the following criteria:

A - characterized as follows:

- The response indicates an exceptionally thorough and comprehensive understanding of program goals, resources, schedules, and other aspects essential to the performance of the program.
- The response contains major strengths, exceptional features, or innovations that could substantially benefit the program.
- There are no weaknesses or deficiencies.
- The risk of unsuccessful contract performance is extremely low.

B - characterized as follows:

- The response indicates a thorough understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- The response has major or minor strengths, which are likely to benefit the program.
- Weaknesses, if any, are minor and are more than offset by strengths.
- Risk of unsuccessful performance is very low.

C - characterized as follows:

- The response indicates an adequate understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- There are few, if any, exceptional features to benefit the program.
- The risk of unsuccessful performance is low.
- Weaknesses are generally offset by strengths.

D - characterized as follows:

- The response indicates a superficial or vague understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.

- The response has weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate.

F - characterized as follows:

- The response indicates a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- Numerous weaknesses and deficiencies exist.
- The risk of unsuccessful performance is high.

Factor 2 – Past Performance

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three years, satisfied its customers and complied with federal, state, and local laws and regulations.

The offeror should provide three references who will be able to provide information regarding the offeror's relevant past performance during the last three years in regard to the following areas: (1) customer satisfaction, (2) timeliness, (3) technical success, and (4) quality. *The reference information must be current to facilitate the evaluation process. If the Offeror has no relevant past performance within the last three years, then the offeror must make an affirmative statement to this effect.*

The offeror may submit the Past Performance Questionnaire attached in Section J to any of the references listed. Offeror must request the references to complete the Past Performance Questionnaire and return it directly to:

Commander
Indian Head Division
Naval Surface Warfare Center
Attn: Daniel Twombly, Code 112D
Building 1558
101 Strauss Avenue
Indian Head, MD 20640

Questionnaires may also be emailed or faxed to Daniel Twombly at Daniel.Twombly@navy.mil or 301-744-6547.

Past performance questionnaires provide offeror's an opportunity to supplement information available in the Contractor Performance Assessment Reporting System (CPARS), as well as other information already available to the Government. If an offeror would like the information within CPARS to serve as the primary basis for determination of their past performance rating, then that offeror does not need to use past performance questionnaires but must still supply three references with current contact information as required above.

In the evaluation of an Offeror's past performance, the Government reserves the right to use any information concerning relevant performance within the past three years. The Government will also assess the role subcontractors played in the success or failure of the Offeror and to what extent subcontractor performance has contributed to the past performance evaluation.

Evaluators will assign a rating for this factor based on the following criteria:

Neutral - The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

A – The offeror’s performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the Government’s benefit. The assessed prior performance was accomplished with very few or very minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an extremely strong expectation of successful performance.

B - The offeror’s performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the Government’s benefit. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. Performance over completed contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror’s past performance record leads to a strong expectation of successful performance.

C - The offeror’s performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some problems for which corrective actions taken by, or proposed to be taken by, the contractor were, or are expected to be, for the most part effective. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation of successful performance.

D - The offeror’s performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems, for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

F - The offeror’s performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror’s past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

Factor 3 – Cost

Although cost is the least important factor, it becomes increasingly important when offerors receive similar ratings for the other factors.

The Government may award a contract without discussions on the basis of initial offers received. Therefore, each initial offer should contain the offeror’s best terms; however, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

METHODOLOGY

Each factor will be reviewed based on the merits of the information contained in the offeror’s submission. Evaluators will not allow any prior knowledge of the offeror to affect the evaluation of Factor 1 but all available, relevant, and timely past performance information will be considered during the evaluation of Factor 2.

Once evaluations are complete, offerors will be compared using tradeoffs between the factors, and award will be made to the offeror that represents the best value to the Government.